Date: November 29, 2006

Summary:

In accordance with the provisions of the IT and Telecommunications Service Agreement dated January 24, 2006 ("the Agreement") by and between the County of San Diego ("County") and Northrop Grumman Information Technology, Inc. ("Northrop Grumman" or "Contractor") (hereinafter collectively referred to as "the Parties"), agreement is reached on the date shown above.

Issue or Problem:

The Parties wish to provide for the addition of the Department of Child Support Services ("DCSS") to the scope of the Agreement.

Resolution:

DCSS will be provided services at the existing Resource Unit Pricing except for the following:

1. DCSS/CCSAS PCs;
2. DCSS/CCSAS Laptops;
3. DCSS Printers
4. Transition Services

Resource Unit Pricing tables along with a Decomposition of the pricing and additional language for Schedule 4.3 of the Agreement, the Statement of Work, are attached to this PRR. In addition, Attachment 1 to this PRR-003 is a description of the Transition Services activities to be performed for DCSS.

The Parties agree that Contractor shall commence providing DCSS with services (except for the Transition Services) under the Agreement and this PRR as of 12:01 AM on January 16, 2007 ("Cutover Date"). Contractor shall provide Transition Services as of the effective date of this PRR.

The Parties further agree to negotiate and execute a bill of sale for Contractor to purchase certain assets from DCSS by March 1, 2007.

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The resolution of the issue or Problem as described in this Problem Resolution Report shall govern the Parties' actions under the Agreement until a formal amendment of the Agreement is implemented in accordance with the terms of the Agreement, at which time this Problem Resolution Report shall be deemed superseded and shall be null and void.

All other terms and conditions of the Agreement remain unchanged and the Parties agree that such terms and conditions set forth in the Agreement shall continue to apply. Unless otherwise indicated, the terms used herein shall have the same meaning as those given in the Agreement.

IN WITNESS WHEREOF, THE Parties hereto, intending to be legally bound, have executed by their authorized representatives and delivered this Problem Resolution Report as of the date first written above.

COUNTY OF SAN DIEGO

By: _Dorothy R. Gardner_

Name: _Dorothy R. Gardner_

Title: _Sr. Procurement Contracting Officer_

Date: _2/21/07_

NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.

By: _____

Name: _RANDOLPH PABST_

Title: _DIR., CONTRACTS_

Date: _2/12/2007_

4.4. Personal Computing Services

4.4.1. Personal Computing Services Overview

This section pertains to the Personal Computing Services component within the Desktop Services Framework. The Personal Computing Services component applies to all hardware and software needed to maintain and support Personal Computing Services assets. Personal Computing Services consist of activities associated with the Plan, Build and Operate of Standard PCs, CWS/CMS PCs, laptops, tablets, terminals and core software.

4.4.2. Personal Computing Services High Level Requirements

4.4.2.1.   Contractor shall provide standardization across the Personal Computing Services component for all hardware and software.

4.4.2.2.   Contractor provided Personal Computing Services assets will be subject to refresh cycles as specified below.

4.4.2.3.   Contractor shall maintain currency of core software deployed within the Personal Computing Services component.

4.4.3. Personal Computing Services Environment

4.4.3.1.   Scope of the Environment to be Supported

The following sub-sections further describe and scope Personal Computing Services elements to be supported by Contractor and with which Contractor shall comply.

4.4.3.2.   Hardware and Software

County Personal Computing Services assets include:

- Standard PCs

    Standard PCs hardware standards will be determined yearly and updates to hardware will go into effect at the start of each Contract Year. For the first Contract Year, the standards will be those in effect with the Legacy Provider as of the date of Cutover for this Service Framework. The process to set Standard PCs hardware standards will be based on recommendations made by the Contractor and approved in writing by the County. Each model selected for a standard should be available from the manufacturer for the entire Contract Year.

    Each Contract Year, 25% of the Standard PCs will be refreshed. The refresh will occur over the course of the Contract Year using a straight line methodology (25% of assets evenly refreshed over 12 months). Hardware and core software that meet current Contract Year standards (defined on an annual basis during the preceding Contract Year) will be deployed as part of the refresh process.

- CWS/CMS PCs

    The CWS/CMS PCs will comply with County core software standards. There will be no separate hardware standard setting process

associated with CWS/CMS PCs. With the CWS/CMS PCs being Retained Assets, there will be no requirement for hardware refresh for this class of Personal Computing Services assets. The CWS/CMS PCs will be fully maintained and supported by the Contractor.

- SDDCSS PCs

    SDDCSS PCs are Retained Assets owned by the State. After December 2007, the State CCSAS Business Partner, IBM Global Services, will provide SDDCSS PCs, including surplus PCs for operational readiness, and the standard for these PCs will be determined by CCSAS. The currently deployed PC are all loaded with a DCSS core image, which is compatible with the current County core image. For the PCs to be provided the State CCSAS Business Partner, the CCSAS core image, which will be compatible with the then current County core image, will also be provided to Northrop Grumman by CCSAS and loaded on to the PCs by Northrop Grumman.

    Contractor will perform two hardware refreshes (for purposes of this section 4.4, "hardware refresh" shall be defined as refresh labor only) for this class of Personal Computing Services assets: 1) in 2007 and 2) in 2011. Each PC refresh cycle will include a monitor refresh, provided and determined by CCSAS. The refresh will be completed per the CCSAS refresh schedule and is not to exceed six calendar months. The PC refresh cycle will begin upon the receipt of the initial PC shipment from the State CCSAS Business Partner. In addition, Contractor will be responsible for IMARs, break-fix, and disposal for SDDCSS PCs in coordination with SDDCSS and the State.

- SDDCSS Laptops

    SDDCSS Laptops are Retained Assets owned by the State. After December 2007, the State CCSAS Business Partner, IBM Global Services, will provide SDDCSS Laptops, including surplus Laptops for operational readiness, and the standard for these Laptops will be determined by CCSAS. The currently deployed Laptops are all loaded with a DCSS core image, which is compatible with the current County core image. For the Laptops to be provided the State CCSAS Business Partner, the CCSAS core image, which will be compatible with the then current County core image, will also be provided to Northrop Grumman by CCSAS and loaded on to the Laptops by Northrop Grumman.

    Contractor will perform two hardware refreshes (for purposes of this section 4.4, "hardware refresh" shall be defined as refresh labor only) for this class of Personal Computing Services assets: 1) in 2007 and

2) in 2011. Each laptop refresh cycle will be completed per the CCSAS refresh schedule and is not to exceed six calendar months. The laptop refresh cycle will begin upon the receipt of the initial laptop shipment from the State CCSAS Business Partner In addition, Contractor will be responsible for IMARs, break-fix, and disposal for SDDCSS laptops in coordination with SDDCSS and the State.

- SDDCSS Printers

    After December 2007, the State CCSAS Business Partner, IBM Global Services, will provide approximately 36 SDDCSS Printers and the standard for these Printers will be determined by CCSAS. These SDDCSS Printers are Retained Assets owned by the State.

    Contractor will perform one hardware refresh (for purposes of this section 4.4, "hardware refresh" shall be defined as refresh labor only), determined by the State CCSAS Business Partner for this class of Personal Computing Services assets. Contractor will be responsible for IMARs, break-fix, and disposal for SDDCSS Printers in coordination with SDDCSS and the State.

- Tablets

    Tablet hardware standards will be determined yearly and updates to hardware will go into effect at the start of each Contract Year. For the first Contract Year, the standards will be those in effect with the Legacy Provider as of the date of Cutover for this Service Framework. The process to set Tablet hardware standards will be based on recommendations made by the Contractor and approved in writing by the County. Each model selected for a standard should be available from the manufacturer for the entire Contract Year.

    Each Contract Year, 1/3 of the Tablet assets will be refreshed. The refresh will occur over the course of the Contract Year using a straight line methodology (1/3 of assets evenly refreshed over 12 months). Hardware and core software that meet current Contract Year standards (defined on an annual basis during the preceding Contract Year) will be deployed as part of refresh process.

- Terminals

    Terminal hardware standards and refresh are not applicable.

- Core Software

    Core software revisions will be reviewed annually by the County at least 60 days prior to start of new Contract Year and updates will go into effect at the start of each Contract Year. For the first Contract Year, the standards will be those in effect with the Legacy Provider as

of the date of Cutover for this Service Framework. All assets in the Personal Computing Services Framework will maintain the same version of the core software throughout the given Contract Year. If updates are adopted, these updates will be placed onto all Personal Computing Services assets within a time frame set by County and agreed to by Contractor. At the County's request, Contractor shall recommend updates to the core software standards, for County's review and approval. Criteria for selection of a particular software package version upgrade will include that the software package has been field proven, necessary to the County for uninterrupted service to its customers, and poses no significant application remediation risks. The Contractor shall maintain the Core Software to within one version of the most current release (N-1). Any additions or deletions to the Core Software will be indicated in the Standards and Procedures Manual.

The Core Software currently includes:

- Microsoft Windows XP

- Microsoft Office 2003

- Microsoft Publisher

- Antivirus software

- WinZip

- Adobe Reader 7.x

- Internet Explorer 6.x

- Microsoft Windows Media Player

- Macromedia Shockwave/Flash Player

- Attachmate Extra Personal Client

- Roxio CD Creator Basic

- SDDCSS Core software

    The SDDCSS core software complies with the County Core Software standards with the following exceptions:

    - INFO Connect version 4.1

    The SDDCSS Personal Computing Services asset refreshes in 2007 and 2011 will comply with the current Contract Year County Core Software standards (defined on an annual basis during the preceding Contract Year) with deference to the current CCSAS core software standard. In addition, CCSAS will provide the Operating System (OS) and Microsoft Office productivity software licenses.

4.4.4. Personal Computing Services Requirements, Roles and Responsibilities

The following table identifies the requirements, roles and responsibilities associated with Plan, Build and Operate services.

Personal Computing Services: Plan, Build and Operate Requirements, Roles and Responsibilities

Personal Computing Services: Plan, Build and Operate Requirements, Roles and Responsibilities		
Plan Requirements, Roles and Responsibilities	**Contractor**	**County**
1. Recommend and submit Personal Computing assets hardware standards on a yearly basis	X	
2. Review and approve Personal Computing assets hardware standards		X
3. Recommend and submit core software standards for Personal Computing assets	X	
4. Review and approve core software standards for Personal Computing assets		X
5. Recommend and submit core software deployment/management policies and procedures	X	
6. Review and approve core software deployment/management policies and procedures		X
7. Produce and submit yearly Personal Computing asset refresh plan	X	
8. Review and approve yearly Personal Computing asset refresh plan		X
9. Recommend and submit Personal Computing software deployment/management policies and procedures	X	
10. Review and approve Personal Computing software deployment/ management policies and procedures		X
Build Requirements, Roles and Responsibilities	**Contractor**	**County**
11. Develop core software image for Personal Computing assets based on approved standards	X	
12. Test standard core software image for Personal Computing assets prior to deployment based on approved standards	X	
13. Review results of test and approve deployment for the core software image for Personal Computing assets		X
14. Deploy approved Personal Computing core software image.	X	
15. Provide staging services for Personal Computing assets at non-County Locations	X	
16. Deploy and manage desktop and laptop hardware and software (e.g., operating system, personal productivity and office automation software and services)	X	
17. Deploy software (e.g. patches, applications, drivers and operating systems) using a Contractor provided electronic software distribution tool	X	
18. Provide a rapid response team during software deployment for assisting affected End-Users in the event a deployed package adversely affects End-Users or any systems.	X	

Personal Computing Services: Plan, Build and Operate Requirements, Roles and Responsibilities		
19. Deploy, manage, communicate and report activities related to Personal Computing refresh	X	
20. Review and approve reports for Personal Computing refresh		X
21. Develop and provide training related to the implementation of new products and services	X	
22. Engineer the core software image and provide any and all version changes, upgrades, enhancements, and additions to the core software image, to ensure that the core software image will function properly on the desktop and the Applications Portfolio	X	
Operate Requirements, Roles and Responsibilities	Contractor	County
23. Provide support, including break-fix, for all Personal Computing assets.	X	
24. Provide IMAR services	X	
25. Conduct data, End-User profile (e.g., favorites, bookmarks, MS Outlook profile) and Application migration that is necessary due to any Personal Computing refresh, IMAR or Break-Fix activity.	X	
26. Provide support for Personal Computing assets refresh	X	
27. Purchase, manage, and provide Personal Computing consumables (e.g., floppies, CDs) to the County's employees		X
28. Purchase, manage, and provide Personal Computing consumables (e.g., floppies, CDs) to the employees of Contractor	X	
29. Provide core software updates, OIPC software installation and new software releases for Personal Computing assets	X	
30. Provide each End-User orientation on operational concepts of the new Personal Computing asset at time of deployment	X	
31. Provide and submit End-User tip sheets on such items as log on procedures, networked drives, system usage, core software, data storage and other practices that are essential to daily tasks	X	
32. Review and approve End-User tip sheets prior to deployment		X
33. Continually utilize automated asset management tools to identify unlicensed software on desktops and servers and to pinpoint desktop devices not running the most recent anti-virus software stipulated County standards and policies	X	
34. Provide software license and anti-virus software compliance reports to the County's project manager and work to correct any non-compliance	X	

4.5. Video Streaming Services

DCSS Transition

Schedule 4.3 of the IT and Telecommunications Services Agreement (the "Agreement") describes "Transition Services" as follows:

7.15.1. Transition Services Overview

Transition Services include the Plan, Build, and Operate activities required to transition the Department of Child Support Services ("DCSS") successfully, in a timely manner with minimal operational impacts, to the Contractor's facilities, resources, systems, and services.

7.15.2. Transition Services High Level Requirements

7.15.2.1. Contractor will leverage its experience in conducting transitions to develop complete and comprehensive transition plans with minimal risk (including contingency plans).

7.15.2.2. Contractor will provide appropriate facilities, resources, systems, and services to facilitate the transition of DCSSS with minimal operational impacts.

7.15.3. Transition Services Requirements, Roles and Responsibilities

The following table identifies the requirements, roles and responsibilities associated with Plan, Build and Operate services.

Transition Services: Plan, Build and Operate Requirements, Roles and Responsibilities

Transition Services: Plan, Build and Operate Requirements, Roles and Responsibilities		
Plan Requirements, Roles and Responsibilities	**Contractor**	**County**
1. Produce and submit Transition Plan and Schedule	X	
2. Review and approve Transition Plan and Schedule		X
Build Requirements, Roles and Responsibilities	**Contractor**	**County**
3. Implement approved Transition Plan and Schedule	X	
4. Provide weekly status reports on Transition Plan and Schedule execution	X	
5. Review weekly status reports on Transition Plan and Schedule execution		X
Operate Requirements, Roles and Responsibilities	**Contractor**	**County**

Transition Services: Plan, Build and Operate Requirements, Roles and Responsibilities		
6. Implement and support Transition Plan and Schedule	X	
7. Perform Services in accordance with MASLs and transition MASLs.	X	
8. Coordinate and collaborate with third-party service providers to minimize service impacts and expedite the transition to Contractor Services	X	

Northrop Grumman will perform additional Transition Services resulting from the addition of DCSS to the scope of the Agreement. The Transition Plan and Schedule for DCSS Transition Services is attached. This plan encompasses the following transition activities:

Help Desk Services:

Northrop Grumman will determine any unique or incremental DCSS Help Desk functions and will prepare the appropriate materials including scripts, procedures, and workflow plan. Northrop Grumman will implement such additional functions and materials prior to the DCSS Transition Cutover Date.

Desktop Services:

Northrop Grumman will work with DCSS to determine the requirements for the DCSS Desktop Services Asset support and will prepare the appropriate capabilities to provide such support. Northrop Grumman will implement such capabilities prior to the DCSS Cutover Date.

Data Center Services:

Northrop Grumman will work with DCSS to determine the requirements for the DCSS Data Center Services support and will prepare the appropriate capabilities to provide such support. Northrop Grumman will implement such capabilities prior to the DCSS Cutover Date.

Network Services:

Northrop Grumman will work with DCSS to determine the requirements for the DCSS Network Services support and will prepare the appropriate capabilities to provide such support. Northrop Grumman will implement such capabilities prior to the DCSS Cutover Date.

Program Management and Application Services:

DCSS will retain responsibility for its own Applications Services support. Northrop Grumman will work to advise and inform DCSS of the appropriate procedures and methods for interfacing the Applications Services Support to be provided by DCSS with the Data Center Services provided by Northrop Grumman.

As with all other Framework Transitions, a detailed DCSS Transition checklist will be developed during the course of the DCSS Transition. This checklist will serve to document attainment of the Transition Milestones for DCSS. Northrop Grumman will implement such capabilities prior to the DCSS Cutover Date.

DCSS - Summary by Resource Unit

Resource Unit	Schedule 4.3 Cross-Reference/Service Framework Component **	Unit of Measure	Pricing	Decomposition (specific cost detail breakdown)	Resource Unit Fee (90% to 110% band)	Baseline Volumes (per Contract Year)	(Resource Unit Fee) x (Baseline Volume)	Bundled Resource Unit	Resource Unit Fee (70% to 80% band)	Resource Unit Fee (80% to 90% band)	Resource Unit Fee (110% to 120% band)	Resource Unit Fee (120% to 130% band)	Measurement Methodology (Specific measurement on last day of month or cumulative use during month)	Depreciation Time Period (in Years)	Notes
DCSS PC (with refresh and IMARs)	Desktop Services - Personal Computing Services	DCSS PC	Fixed monthly fee per per unit	Hardware lease/depreciation and maintenance, IMARs, Desktop Application Directory	$ 52.27	8400	$ 439,068.00	BI	$ 62.72	$ 58.02	$ 48.30	$ 46.10	Specific	N/A	
DCSS Laptop (with refresh and IMARs)	Desktop Services - Personal Computing Services	DCSS Laptop	Fixed monthly fee per unit	Hardware lease/depreciation and maintenance, IMARs, Desktop Application Directory	$ 63.94	240	$ 15,345.60	BI	$ 76.73	$ 70.97	$ 59.08	$ 56.40	Specific	N/A	
SDCSS Printer	Desktop Services - Section 4	DCSS Printer	Fixed monthly fee per unit	Maintenance, IMAR, Refresh Hardware, Refresh Labor, ODC, Consumables (exluding paper)	$ 300.10	83	$ 25,508.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
DCSS Transition Services--Help Desk Services	Cross Functional Services - Transition Services - Section 7.15	Milestone	Fixed fee per unit	N/A	$ 67,972.00	1	$ 67,972.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
DCSS Transition Services - Network	Cross Functional Services - Transition Services - Section 7.15	Milestone	Fixed fee per unit	N/A	$ 45,221.00	1	$ 45,221.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
DCSS Transition Services--Data Center	Cross Functional Services - Transition Services - Section 7.15	Milestone	Fixed fee per unit	N/A	$ 24,000.00	1	$ 24,000.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
DCSS Transition Services - Desktop	Cross Functional Services - Transition Services - Section 7.15	Milestone	Fixed fee per unit	N/A	$ 14,407.00	1	$ 14,407.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
DCSS Transition Services--Program Management, Applications Services	Cross Functional Services - Transition Services - Section 7.15	Milestone	Fixed fee per unit	N/A	$ 72,534.00	1	$ 72,534.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

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Decomposition

Exhibit 16.1-2Decomposition 2/7/2007 / 3:36 PM

Resource Unit	Schedule 4.3 Cross-Reference/Service Framework Component **	Unit of Measure	Pricing	Decomposition (specific cost detail breakouts)	Resource Unit Fee	Component Fee
DCSS PC (with refresh and IMAR)	Desktop Services - Personal Computing Services	DCSS PC (with refresh and IMAR)	Fixed monthly fee per unit		$ 52.27	
				Hardware (Refresh Labor)		$ 4.85
				Hardware maintenance		$ 8.38
				Software license		
				Software maintenance		$ 22.90
				IMAR's		$ 12.61
				Desktop Application Directory Maintenance		$ 0.77
				Printer Maintenance		$ 2.76
DCSS Laptop (with refresh and IMAR)	Desktop Services - Personal Computing Services	DCSS Laptop (with refresh and IMAR)	Fixed monthly fee per unit		$ 63.94	
				Hardware (Refresh Labor)		$ 4.85
				Hardware maintenance		$ 10.44
				Software license		
				Software maintenance		$ 28.53
				IMAR's		$ 15.71
				Desktop Application Directory Maintenance		$ 0.98
				Printer Maintenance		$ 3.44
SDDCSS Printer	Desktop Services--Section 4	Month	Fixed monthly fee per unit		$ 300.10	
				Maintenance		$ 17.12
				IMAR		$ -
				Refresh Labor, ODC		$ 2.36
				Consumables (excluding paper)		$ 280.63
				Software maintenance		$ -
DCSS Transition Services--Help Desk Services	Cross Functional Services - Transition Services	Milestone	Fixed fee per unit		$ 67,972.00	
				Hardware		$ -
				Software		$ -
				Labor		$ 67,972.00
DCSS Transition Services--Data Center	Cross Functional Services - Transition Services	Milestone	Fixed fee per unit		$ 24,000.00	
				Hardware		$ -
				Software		$ -
				Labor		$ 24,000.00
DCSS Transition Services--Network	Cross Functional Services - Transition Services	Milestone	Fixed fee per unit		$ 45,221.00	
				Hardware		$ -
				Software		$ -
				Labor		$ 45,221.00
DCSS Transition Services--Desktop	Cross Functional Services - Transition Services	Milestone	Fixed fee per unit		$ 14,407.00	
				Hardware		$ -
				Software		$ -
				Labor		$ 14,407.00
DCSS Transition Services--Program Management, Applications Services	Cross Functional Services - Transition Services	Milestone	Fixed fee per unit		$ 72,534.00	
				Hardware		$ -
				Software		$ -
				Labor		$ 72,534.00